SEABOARD COAST LINE RAILROAD COMPANY

Law Department
3600 West Broad Street
Richmond, Virginia

KEMPER K. HYERS
ASSISTANT GENERAL SOLICITOR

MAIL ADDRESS: P. O. BOX 27581
RICHMOND, VA. 23261

No. 0-050A088
Date FEB 19 1980
Fee $ 10.00
ICC Washington, D. C.

February 14, 1980
103539
105797

RECORDATION NO. 7066-A Filed 1425

FEB 19 1980 -3 15 PM

INTERSTATE COMMERCE COMMISSION

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 three executed counterparts of an indenture of release and partial satisfaction dated as of February 13, 1980, as to the specific cars listed in this document, relating to Conditional Sale Agreement dated as of April 1, 1973, between ACF Industries, Incorporated and Seaboard Coast Line Railroad Company, assigned to Mercantile-Safe Deposit and Trust Company, and filed on June 15, 1973, at 9:30 a.m., Recordation No. 7066.

Counterparts Nos. 2 and 3 should be returned to the undersigned at P. O. Box 27581, Richmond, Virginia 23261, after recordation has been completed.

Voucher payable to the Interstate Commerce Commission to cover the recordation fee is enclosed.

Very truly yours,

K. K. Hyers

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FEB 19 1980 -3 15 PM

INTERSTATE COMMERCE COMMISSION COUNTERPART NO. 1 OF 4 COUNTERPARTS.

BILL OF SALE, RELEASE AND PARTIAL SATISFACTION, made this 13th day of February, 1980, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland (hereinafter called "Mercantile"), and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia (hereinafter called "SCL"), under a Conditional Sale Agreement dated as of April 1, 1973, between ACF Industries, Incorporated, and SCL, which was assigned to Mercantile by an Agreement and Assignment, also dated as of April 1, 1973;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by the SCL to Mercantile, at and before the execution of these presents, the receipt of which is hereby acknowledged, Mercantile has granted, bargained, sold, assigned, transferred and set over unto the SCL, its successors and assigns, those certain units of railroad equipment of the type and bearing the road numbers shown on Schedule A attached hereto and made a part hereof, "as is", delivered to the SCL at Waycross, Georgia, or Tampa, Florida, or such other location as the SCL may desire, with all transportation charges prepaid.

TO HAVE AND TO HOLD the said railroad equipment unto the SCL, its successors and assigns, forever.

Mercantile hereby warrants to the SCL, its successors and assigns, that, at the time of delivery of the said railroad equipment to the SCL, Mercantile had legal title thereto, free and clear of all liens, claims and encumbrances of any nature, and good and lawful right to sell same, and Mercantile covenants that it will warrant and defend such title against all claims and demands whatsoever.

Mercantile hereby releases and quitclaims to the SCL any interest it may have in the said railroad equipment by reason of the aforesaid Conditional Sale Agreement and does hereby RELEASE said railroad equipment from, and as to such equipment only does issue a PARTIAL SATISFACTION of said Agreement.

IN WITNESS WHEREOF, Mercantile has caused this bill of sale to be duly signed by a duly authorized officer and its corporate seal to be affixed hereto, duly attested as of the day and year first above written.

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By _____
Assistant Vice President

Attest:

F H Gilbert

SCHEDULE A

Three (3) 70-ton 50' box cars with double 8' sliding doors

Nos. SCL 40660
40694
40795

STATE OF MARYLAND)
) ss
CITY OF BALTIMORE)

On this 13th day of February, 1980, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Florence H. Gilbert
Notary Public

[Notarial Seal]

My commission expires July 1, 1982